

Amendment Number 1
to
Contract Number DIR-SDD-1868
between
State of Texas, acting by and through the Department of Information Resources
and
MYERS AND STAUFFER LC as successor to CLIFTONLARSONALLEN, LLP.

This Amendment Number 1 to Contract Number DIR-SDD-1868 ("Contract") is between the Department of Information Resources ("DIR") and Myers and Stauffer LC as successor to CliftonLarsonAllen, LLP. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. By this Amendment Number 1, Myers and Stauffer LC expressly assumes all rights, obligations and liabilities, past, present, and future, under this Contract, and will hold DIR harmless from any claim by CliftonLarsonAllen, LLP.
2. DIR acknowledges the assignment of the Contract from CliftonLarsonAllen, LLP. to Myers and Stauffer LC effective January 1, 2013. DIR shall change the contract documents hereafter to Myers and Stauffer LC.
3. Myer and Stauffer LC hereby represents to DIR that it owns the Contract and agrees to perform all duties and obligations to be performed by Vendor under the above-mentioned Contract to the same extent as if it had been an original party thereto. Myers and Stauffer LC hereby represents to DIR that by the effective date of this amendment, that it is or will be registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.
4. **Contract, Section 1. Introduction, A. Parties** is hereby restated in its entirety as follows:

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Myers and Stauffer LC (hereinafter "Vendor"), with its principal place of business at 11440 Tomahawk Creek Parkway, Leawood, KS 66211.

5. **Contract, Section 4. Pricing, F. Travel Expense Reimbursement** is hereby restated in its entirety as follows:

F. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense

reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

6. **Contract, Section 5. DIR Administrative Fee, B)** is hereby restated in its entirety as follows:

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

7. **Contract, Section 6, Notification,** is hereby restated in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott, Manager
Contract & Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: robin.abbott@dir.texas.gov

If sent to the vendor:

Mr. Ron Franke
Myers and Stauffer LC
11044 Research Blvd.
Suite C-500
Austin, TX 78759
Phone: (512) 342-0800
Facsimile: (512) 342-0820
Email: rfranke@mslc.com

8. **Appendix A. Standard Terms and Conditions For Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Services Contracts** dated 12/17/2012.
9. **Appendix C - Pricing Index** is hereby restated in its entirety and replaced with the attached **Appendix C - Pricing Index**.
10. **Appendix D – Technology Technical Services Engagement Letter** is hereby restated in its entirety and replaced with the attached **Appendix D – Technology Technical Services Engagement Letter**.

All other terms and conditions of the Contract by all previous amendments, not specifically modified herein, shall remain in full force and effect. DIR retains the right to require further amendment to the Contract to update its terms and conditions as may be reasonable, necessary or required. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1 and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

MYERS AND STAUFFER LC

By: Signature on File

Name: Ronald E. Franke

Title: Principal

Date: 5/6/2013

The State of Texas, acting by and through the Department of Information Resources

By: Signature on File

Name: Carl Marsh

Title: Chief Operating Officer

Date: 5/15/13

Office of General Counsel: DRBown 5-14-13